

HANFORD ENVIRONMENTAL RESTORATION PROJECT

EXHIBIT "A"

GENERAL CONDITIONS

BECHTEL HANFORD, INC.**EXHIBIT "A"****CONSTRUCTION SUBCONTRACT GENERAL CONDITIONS****TABLE OF CONTENTS**

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EXHIBIT "A"
CONSTRUCTION SUBCONTRACT GENERAL CONDITIONS

GC-1 ENTIRE AGREEMENT

This Subcontract embodies the entire agreement between the CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by, or be liable for any statement, representation, promise, inducement, or understanding not set forth herein.

GC-2 WORDS AND PHRASES

Where the words "as shown", "as detailed", "as indicated", or words of like import are used in this Subcontract, reference is to the drawings listed in this Subcontract unless the context clearly indicates a different meaning. Where the words "required", "approved", "satisfactory", "determined", "acceptable" or words of like import are used in this Subcontract, action by CONTRACTOR is indicated unless the context clearly indicates otherwise, and all the Work shall be in accordance therewith.

A requirement that a SUBCONTRACTOR-furnished document is to be submitted for or subject to "Authorization to Proceed", "Approval", "Acceptance", "Review", "Comment", or any combinations of such words or words of like import shall mean unless the context clearly indicates otherwise, that SUBCONTRACTOR shall, before implementing the information in the document, submit the document, obtain resolution of any comments and authorization to proceed. Such review shall not mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, tests, construction methods, or materials developed or selected by SUBCONTRACTOR and shall not relieve SUBCONTRACTOR from full compliance with requirements of the Subcontract.

Such action, or failure to act, shall not relieve SUBCONTRACTOR of its contractual responsibilities for performance of this Subcontract. Wherever in this Subcontract it is provided that SUBCONTRACTOR shall perform certain Work "at its expense" or "without charge" or that certain Work "will not be paid for separately", such quoted words mean that SUBCONTRACTOR shall not be entitled to any additional compensation from CONTRACTOR for such Work, and the cost thereof shall, unless otherwise specified, be considered as included in the payment for other items of the Work.

GC-3 INDEPENDENT CONTRACTOR

SUBCONTRACTOR represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this Subcontract. SUBCONTRACTOR shall act as an independent contractor and not as the agent of CONTRACTOR or OWNER in performing this Subcontract, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Subcontract, or any lower-tier purchase order or subcontract awarded by SUBCONTRACTOR, shall create any contractual relationship between any lower-tier supplier or subcontractor and either CONTRACTOR or OWNER. SUBCONTRACTOR shall perform the Work hereunder in accordance with its own methods subject to compliance with the Subcontract.

GC-4 AUTHORIZED REPRESENTATIVES

Before starting Work, SUBCONTRACTOR shall designate in writing an authorized representative acceptable to CONTRACTOR to represent and act for SUBCONTRACTOR and shall specify any and all limitations of such representative's authority. Such representative shall be present or be represented at the Jobsite at all times when Work is in progress, and shall be empowered to receive communications in accordance with this Subcontract on behalf of SUBCONTRACTOR. During periods when the Work is suspended, arrangements shall be made for an authorized representative acceptable to CONTRACTOR for any emergency Work that may be required. All communications given to the authorized representative by CONTRACTOR in accordance with this Subcontract shall be binding upon SUBCONTRACTOR. CONTRACTOR shall designate, in writing, one or more representatives to represent and act for CONTRACTOR and to receive communications from SUBCONTRACTOR. Notification of changes of authorized representatives for either CONTRACTOR or SUBCONTRACTOR shall be provided in advance, in writing, to the other party.

GC-5 NOTICES

Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the Jobsite or by registered mail to the address of that party, as shown on the face of the Subcontract Agreement Form or as such address may have been changed by written notice.

GC-6 SUBCONTRACT INTERPRETATION

All questions concerning interpretation or clarification of this Subcontract, including the discovery of conflicts, errors or omissions, or the acceptable performance thereof by SUBCONTRACTOR, shall be immediately submitted in writing to the CONTRACTOR for resolution. All determinations, instructions, and clarifications of CONTRACTOR shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. At all times SUBCONTRACTOR shall proceed with the Work in accordance with the determinations, instructions, and clarifications of CONTRACTOR. SUBCONTRACTOR shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any costs and expenses arising from its failure to do so.

GC-7 ORDER OF PRECEDENCE

The Subcontract Agreement Form, all documents listed therein, and subsequently issued Change Notices and modifications are essential parts of this Subcontract, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, discrepancies, errors, or omissions pursuant to the General Condition titled "SUBCONTRACT INTERPRETATION", the following order of precedence shall be used:

1. Subcontract Change Notices and Modifications, if any
2. Subcontract Agreement Form
3. Exhibit "H" - Hanford Site Stabilization Agreement
4. Exhibit "C" - Quantities, Prices and Data
5. Exhibit "B" - Special Conditions
6. Exhibit "A" - General Conditions
7. Exhibit "G" - ERC Subcontractor Safety and Health Requirements
8. Exhibit "D" - Scope of Work
9. Exhibit "E" - Technical Specifications
10. Exhibit "F" - Drawings
11. Exhibit "I" - Subcontractor Submittal Requirements Summary

GC-8 STANDARDS AND CODES

Wherever references are made in this Subcontract to standards or codes in accordance with which the Work under this Subcontract is to be performed, the edition or revision of the standards or codes current on the effective date of this Subcontract shall apply unless otherwise expressly stated. If conflict occurs between any standards and codes referenced in the Subcontract Documents and any Subcontract Documents, the latter shall govern.

GC-9 LAWS AND REGULATIONS

All applicable laws, ordinances, statutes, rules, regulations, orders, or decrees, in effect at the time the Work under this Subcontract is performed, shall apply to SUBCONTRACTOR and its employees and representatives.

If during the term of this Subcontract there are changed or new laws, ordinances, statutes, rules, regulations, orders or decrees not known or foreseeable at the time of signing this Subcontract that become effective and that affect the cost or time of performance of this Subcontract, SUBCONTRACTOR shall immediately notify CONTRACTOR in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Subcontract. If the Work is affected by such changed or new laws, ordinances, etc., and CONTRACTOR concurs with the effect of such changes, an equitable adjustment in compensation and time of performance will be made, provided the OWNER approves such equitable adjustments in compensation and time of performance.

If SUBCONTRACTOR discovers any discrepancy or inconsistency between this Subcontract and any law, ordinance, statute, rule, regulation, order or decree, SUBCONTRACTOR shall report the same immediately, in writing, to CONTRACTOR who will issue such further instructions as may be necessary.

GC-10 PERMITS AND LICENSES

Except as otherwise specified, SUBCONTRACTOR shall procure and pay for all permits, licenses, and inspections, other than inspections performed by CONTRACTOR and shall furnish any bonds, security, or deposits required by the Government, state, territory, municipality, or other political subdivision to permit performance of the Work hereunder. This includes, but is not necessarily limited to, identifying if such permits and licenses are required, compiling the information and data required for applications to obtain permits and licenses, filing of necessary applications for such permits and licenses, and providing any additional information or data required.

Where permits and licenses are furnished by the CONTRACTOR or OWNER, the SUBCONTRACTOR shall provide all reasonable assistance requested, including any necessary information or data.

GC-11 TAXES

SUBCONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature in connection with the Work under this Subcontract and shall make any and all payroll deductions required by law, and hereby indemnifies and holds harmless CONTRACTOR and OWNER from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

GC-12 LABOR, PERSONNEL, AND WORK RULES

SUBCONTRACTOR shall employ only competent and skilled personnel to perform the Work and shall remove from the Jobsite any SUBCONTRACTOR personnel determined to be unfit or to be acting in violation of any provision of this Subcontract. SUBCONTRACTOR is responsible for maintaining labor relations in such a manner that there is harmony among workers and shall comply with and enforce Jobsite procedures, regulations, and work rules established by CONTRACTOR and OWNER.

SUBCONTRACTOR shall, to the extent permissible under applicable law, comply with the provisions of all labor agreement(s), inclusive of the Hanford Site Stabilization Agreement, which apply to the Work performed under this Subcontract (e.g., Project Agreement, collective bargaining agreement(s), etc.). SUBCONTRACTOR shall pay rates of wages and shall observe hours of Work and other economic terms and conditions of employment equivalent to those paid and observed by CONTRACTOR, all of which shall be subject to CONTRACTOR'S approval.

Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations, and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

GC-13 COMMERCIAL ACTIVITIES

Neither SUBCONTRACTOR nor its employees shall establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on the Jobsite or any other lands owned or controlled by CONTRACTOR or OWNER.

GC-14 PUBLICITY AND ADVERTISING

SUBCONTRACTOR shall not make any announcement, take any photographs, or release any information concerning this Subcontract, the Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from CONTRACTOR.

GC-15 SAFETY AND HEALTH

SUBCONTRACTOR shall be fully and solely responsible for conducting all operations under this Subcontract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. SUBCONTRACTOR shall continually and diligently inspect all Work, materials, and equipment to discover any conditions that might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

GC-15 SAFETY AND HEALTH (continued)

SUBCONTRACTOR shall comply with CONTRACTOR'S Safety and Health Requirements. SUBCONTRACTOR shall have sole responsibility for implementing its safety program. All of SUBCONTRACTOR'S obligations under the General Condition titled "INDEMNITY" apply to any liability arising in connection with or incidental to SUBCONTRACTOR'S performance or failure to perform, as provided in this General Condition titled "SAFETY AND HEALTH."

Neither CONTRACTOR nor OWNER shall be responsible for supervising the implementation of SUBCONTRACTOR'S safety program, and neither CONTRACTOR nor OWNER shall have responsibility for the safety of SUBCONTRACTOR'S or its lower-tier suppliers' or subcontractors' employees.

SUBCONTRACTOR'S failure to correct an unsafe condition or unsafe act by its personnel after notice thereof shall be grounds for:

- (a) An order to suspend the affected operations until the unsafe condition is corrected and,
- (b) If the violation continues, default termination of this Subcontract for such failure.

SUBCONTRACTOR shall designate one or more (as appropriate) safety representative(s) acceptable to CONTRACTOR who shall be resident at the Jobsite, have responsibility to correct unsafe conditions or unsafe acts, act on behalf of SUBCONTRACTOR on health and safety matters, and participate in periodic safety meetings with CONTRACTOR. SUBCONTRACTOR shall instruct its personnel on the CONTRACTOR'S Health and Safety Requirements and SUBCONTRACTOR'S safety program and shall coordinate with other subcontractors on safety matters.

SUBCONTRACTOR shall furnish safety equipment and enforce the use of such equipment by its employees.

SUBCONTRACTOR shall maintain accident, injury, and any other records required by applicable laws and regulations (e.g., OSHA, etc.) or by CONTRACTOR and shall furnish CONTRACTOR a monthly summary of injuries and labor hours lost due to injuries.

GC-16 FIRE PREVENTION

Within thirty (30) calendar days after Subcontract award and in any event before commencing Work at the Jobsite, SUBCONTRACTOR shall submit its plan for fire prevention and protection to CONTRACTOR for acceptance in accordance with the Special Condition titled "SAFETY, HEALTH AND SECURITY PROGRAMS".

GC-17 SITE CONDITIONS AND NATURAL RESOURCES

SUBCONTRACTOR shall have the sole responsibility for satisfying itself concerning the nature and location of the Work and the general and local conditions, including, but not limited to, the following:

- (a) Transportation, access, disposal, and handling and storage of materials.
- (b) Availability and quality of labor, water, electric power and road conditions.
- (c) Climatic conditions, tides, and seasons.
- (d) River hydrology and river stages.
- (e) Physical conditions at the Jobsite and the project area as a whole.
- (f) Topography and ground surface conditions.
- (g) Equipment and facilities needed preliminary to and during the performance of the Work.
- (h) Radiological conditions of surface or subsurface.

GC-17 SITE CONDITIONS AND NATURAL RESOURCES (continued)

The failure of SUBCONTRACTOR to acquaint itself with any applicable conditions will not relieve SUBCONTRACTOR of the responsibility for properly estimating either the difficulties or the cost of successfully performing SUBCONTRACTOR'S obligations under this Subcontract.

Where CONTRACTOR or OWNER has made investigations of subsurface conditions in areas where Work is to be performed under this Subcontract, such investigations are made by CONTRACTOR and OWNER for the purpose of study and design. If the records of such investigation are included in the Subcontract Documents, the interpretation of such records shall be the sole responsibility of SUBCONTRACTOR. Neither CONTRACTOR nor OWNER assumes any responsibility whatsoever in respect to the sufficiency or accuracy of such investigations, the records thereof, or of the interpretations set forth; and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.

GC-18 DIFFERING SITE CONDITIONS

The Hanford Site was used for nuclear work related to the production of weapons for the defense of the country. Unidentified sources of radioactive material exist in Hanford Site soil. SUBCONTRACTOR shall promptly notify CONTRACTOR, in writing, before proceeding with any Work that SUBCONTRACTOR believes constitutes a differing site condition with respect to:

- (a) Subsurface or latent physical conditions at the Jobsite differing materially from those indicated in this Subcontract, or
- (b) Previously unknown physical conditions at the Jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Subcontract, or

CONTRACTOR will, as promptly as practicable, investigate such conditions and make a determination. If CONTRACTOR determines that such conditions do materially so differ and cause an increase or decrease in SUBCONTRACTOR'S cost of or the time required for performance of the Work under the Subcontract, an adjustment will be made and the Subcontract modified, in writing, accordingly. No claim of SUBCONTRACTOR under this clause will be allowed unless SUBCONTRACTOR has given the required notice.

GC-19 TITLE TO MATERIALS FOUND

The title to water, soil, rock, gravel, sand, minerals, timber, and any other materials developed or obtained in the excavation or other operations of SUBCONTRACTOR or any of its lower-tier subcontractors and the right to use said materials or dispose of same is hereby expressly reserved by OWNER. Neither SUBCONTRACTOR, its lower-tier subcontractors, nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. SUBCONTRACTOR may, at the sole discretion of OWNER, be permitted, without charge, to use in the Work any such materials that meet the requirements of this Subcontract.

GC-20 SURVEY CONTROL POINTS AND LAYOUTS

Survey control points, as shown on the drawings, will be established by CONTRACTOR.

SUBCONTRACTOR shall complete the layout of all Work and shall be responsible for all requirements necessary for the Work execution in accordance with the locations, lines, and grades specified or shown on the drawings, subject to such modifications as CONTRACTOR may require as Work progresses.

If SUBCONTRACTOR or any of its lower-tier subcontractors or any of their representatives or employees move or destroy or render inaccurate any survey control point, such control point shall be replaced by CONTRACTOR at SUBCONTRACTOR'S expense. No separate payment will be made for survey Work performed by SUBCONTRACTOR.

GC-21 SUBCONTRACTOR'S WORK AREA

All SUBCONTRACTOR Work areas on the Jobsite will be assigned by CONTRACTOR. SUBCONTRACTOR shall confine its operations to the areas so assigned. Should SUBCONTRACTOR find it necessary or advantageous to use any additional off-site area for any purpose whatsoever, SUBCONTRACTOR shall, at its expense, provide and make its own arrangements for the use of such additional off-site areas.

GC-22 CLEANING UP

SUBCONTRACTOR shall, at all times, keep its Work areas in a neat, clean, and safe condition.

Upon completion of any portion of the Work, SUBCONTRACTOR shall promptly remove from the Work area all its equipment, construction plant, temporary structures, and surplus materials not to be used at or near the same location during later stages of the Work.

Upon completion of the Work and before final payment, SUBCONTRACTOR shall, at its expense, satisfactorily dispose of all rubbish, remove all plant, buildings, equipment, and materials belonging to SUBCONTRACTOR and return to CONTRACTOR'S warehouse or Jobsite storage area all salvageable CONTRACTOR-or-OWNER supplied materials. SUBCONTRACTOR shall leave the premises in a neat, clean, and safe condition.

If SUBCONTRACTOR fails to comply with the foregoing, CONTRACTOR will accomplish same at SUBCONTRACTOR'S expense.

GC-23 COOPERATION WITH OTHERS

CONTRACTOR, OWNER, other contractors, and other subcontractors may be working at the Jobsite during the performance of this Subcontract, and SUBCONTRACTOR Work or use of certain facilities may be interfered with as a result of such concurrent activities. CONTRACTOR reserves the right to require SUBCONTRACTOR to schedule the order of performance of the Work to minimize interference with Work of any of the parties involved.

GC-24 ENVIRONMENTAL CONDITIONS

Throughout performance of the Work, SUBCONTRACTOR shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread of contaminated or hazardous material. SUBCONTRACTOR shall provide:

- (a) Dust control of its operations within work and all other areas under its control and shall coordinate and cooperate with others for dust control in common areas.
- (b) Working machinery and equipment with efficient noise suppression devices and all other noise and vibration abatement measures necessary for the protection of workers and the public.
- (c) Suitable waste, sewage, sanitary, and garbage disposal methods and procedures approved by CONTRACTOR.
- (d) Provide suitable equipment, facilities, and precautions to prevent the discharge of contaminants into the atmosphere, any body of water, or land areas.
- (e) All documentation required by all levels of governing authority or this Subcontract concerning environmental requirements.
- (f) Responsibility for developing and maintaining a written Environmental Compliance Plan in accordance with SUBCONTRACTOR'S established practices, including, but not limited to, compliance with all applicable laws and all applicable requirements in the Project Environmental Control Plan. SUBCONTRACTOR shall have sole responsibility for developing, implementing, and enforcing its Environmental Compliance Plan and SUBCONTRACTOR'S obligations under the General Condition titled 'INDEMNITY' apply to any liability arising in connection with or incidental to SUBCONTRACTOR'S performance or failure to perform, as provided in this clause.

GC-24 ENVIRONMENTAL CONDITIONS (continued)

SUBCONTRACTOR shall submit its written Environmental Compliance Plan to CONTRACTOR for review before commencing work at the Jobsite. CONTRACTOR'S review of SUBCONTRACTOR'S Plan shall not relieve SUBCONTRACTOR of its obligation under this Subcontract or as imposed by law, and SUBCONTRACTOR shall be solely responsible for the adequacy of its Environmental Compliance Plan.

If SUBCONTRACTOR encounters material on the Jobsite reasonably believed to be toxic or hazardous material or waste, which has not been addressed in this Subcontract, SUBCONTRACTOR shall immediately stop work in the affected area and notify CONTRACTOR and OWNER of the condition. Pending receipt of written instructions from CONTRACTOR, SUBCONTRACTOR shall not resume work in the affected area.

GC-25 RESPONSIBILITY FOR WORK, SECURITY, AND PROPERTY

- A. Work in Progress, Materials and Equipment. SUBCONTRACTOR shall be responsible for and shall bear any and all risk of loss of or damage to Work in progress, all materials delivered to the Jobsite, and all materials and equipment until completion and final acceptance of the Work under this Subcontract.
- B. Delivery, Unloading and Storage. SUBCONTRACTOR'S responsibility for materials and plant equipment required for the performance of this Subcontract shall include:
- (a) Receiving and unloading.
 - (b) Storing in a secure place and in a manner subject to CONTRACTOR'S review. Outside storage of materials and equipment subject to degradation by the elements shall be in weathertight enclosures provided by SUBCONTRACTOR.
 - (c) Delivering from storage to construction site all materials and plant equipment as required.
 - (d) Maintaining complete and accurate records for CONTRACTOR'S inspection of all materials and plant equipment received, stored, and issued for use in the performance of the Subcontract.
- C. Security. SUBCONTRACTOR shall, at all times, conduct all operations under this Subcontract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage, or any other means to any Work, materials, equipment, or other property at the Jobsite. SUBCONTRACTOR shall continuously inspect all Work, materials and equipment to discover and determine any conditions that might involve such risks and shall be solely responsible for discovery, determination, and correction of any such conditions.
- SUBCONTRACTOR shall comply with CONTRACTOR'S security requirements for the Jobsite. SUBCONTRACTOR shall cooperate with CONTRACTOR on all security matters and shall promptly comply with any project security arrangements established by CONTRACTOR or OWNER. Such compliance with these security requirements shall not relieve SUBCONTRACTOR of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUBCONTRACTOR'S obligation with respect to all applicable laws and regulations and to undertake reasonable action to establish and maintain secure conditions at the Jobsite.
- D. Property. SUBCONTRACTOR shall plan and conduct its operations so as not to:
- (a) Enter upon lands in their natural state unless authorized by CONTRACTOR.
 - (b) Damage, close, or obstruct any utility installation, highway, road, or other property until permits have been obtained.

GC-25 RESPONSIBILITY FOR WORK, SECURITY, AND PROPERTY (Continued)

- (c) Disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch, or structure unless otherwise specifically authorized by this Subcontract.
- (d) Damage or destroy cultivated and planted areas, and vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises which, as determined by CONTRACTOR, do not interfere with the performance of this Subcontract. This includes damage arising from performance of Work by operating equipment or stockpiling materials.

SUBCONTRACTOR shall not be entitled to any extension of time or compensation on account of SUBCONTRACTOR'S failure to protect all materials, equipment, and environment, as described herein. All costs in connection with any repairs or restoration necessary or required by reason of unauthorized obstruction, damage, or use shall be borne by SUBCONTRACTOR.

GC-26 SUBCONTRACTOR'S PLANT, EQUIPMENT, AND FACILITIES

SUBCONTRACTOR shall provide and use for the Work hereunder only such construction plant and equipment as are capable of producing the quality and quantity of Work and materials required by this Subcontract and within the time or times specified in the Subcontract Schedule.

Before proceeding with the Work hereunder, SUBCONTRACTOR shall furnish CONTRACTOR with information and drawings relative to such equipment, plant and facilities as CONTRACTOR may request. Upon written order of CONTRACTOR, SUBCONTRACTOR shall discontinue operation of unsatisfactory plant, equipment, or facilities and shall either modify the unsatisfactory items or remove such items from the Jobsite.

SUBCONTRACTOR shall, at the time any equipment is moved onto the Jobsite, present to CONTRACTOR an itemized list of all equipment and tools, including, but not limited to, power tools, welding machines, pumps, and compressors. Said list must include description and quantity, and serial number where applicable. It is recommended that SUBCONTRACTOR identify its equipment by color (other than yellow), decal, and etching. Before removing any or all equipment, SUBCONTRACTOR shall clear such removal through CONTRACTOR.

SUBCONTRACTOR shall not remove construction plant, equipment, or tools from the Jobsite before the Work is finally accepted, without CONTRACTOR'S written approval. SUBCONTRACTOR shall obtain CONTRACTOR'S radiological release of all equipment used in radiological areas before removal.

GC-27 ILLUMINATION

When any Work is performed at night or where daylight is obscured, SUBCONTRACTOR shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily, and safely, and to permit thorough inspection. During such time periods, the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a safe manner and meet all applicable codes and standards.

GC-28 USE OF CONTRACTOR'S CONSTRUCTION EQUIPMENT OR FACILITIES

Where SUBCONTRACTOR requests CONTRACTOR and CONTRACTOR agrees to make available to SUBCONTRACTOR certain equipment or facilities belonging to CONTRACTOR for the performance of SUBCONTRACTOR Work under the Subcontract, the following shall apply:

- (a) Equipment or facilities will be charged to SUBCONTRACTOR at agreed rental rates.
- (b) CONTRACTOR will furnish a copy of the equipment maintenance and inspection record, and these records shall be maintained by SUBCONTRACTOR during the rental period.
- (c) SUBCONTRACTOR shall assure itself of the condition of such equipment and assume all risks and responsibilities during its use.

GC-28 USE OF CONTRACTOR'S CONSTRUCTION EQUIPMENT OR FACILITIES (continued)

- (d) SUBCONTRACTOR shall, as part of its obligation under the General Condition clause titled "INDEMNITY," release, defend, indemnify, and hold harmless CONTRACTOR and OWNER from all claims, demands and liabilities arising from the use of such equipment.
- (e) CONTRACTOR and SUBCONTRACTOR shall jointly inspect such equipment before its use and upon its return. The cost of all necessary repairs or replacement for damage other than normal wear shall be at SUBCONTRACTOR'S expense.
- (f) If such equipment is furnished with an operator, the services of such operator will be performed under the complete direction and control of SUBCONTRACTOR, and such operator shall be considered SUBCONTRACTOR'S employee for all purposes other than the payment of wages, Workers' Compensation Insurance, or other benefits.

GC-29 FIRST AID FACILITIES

Where CONTRACTOR or OWNER have first-aid facilities at the Jobsite they may, at their option, make available their first-aid facilities to treat employees of SUBCONTRACTOR who may be injured or become ill while performing the Work under this subcontract. If first-aid facilities and/or services are made available to SUBCONTRACTOR'S employees, then, in consideration for the use of such facilities and the receipt of such services, SUBCONTRACTOR hereby agrees:

- (a) To release, defend, indemnify, and hold harmless CONTRACTOR, OWNER, and their authorized representatives, successors or assigns, and all of their officers and employees from and against any and all claims, demands, liabilities, including attorney's fees, arising from the receipt of such services or the use of such facilities by SUBCONTRACTOR'S employees, except for claims and demands arising out of the sole active negligence of CONTRACTOR, OWNER, or any of their representatives.
- (b) Upon receipt of any notice from CONTRACTOR or OWNER of any such claim, demand, or liability being pursued against CONTRACTOR or OWNER, to not only undertake the defense of such claim, demand or liability, but also upon entry of judgment, to make any and all payments necessary thereunder.
- (c) If any of SUBCONTRACTOR'S employees require off-site medical services, including transportation thereto, SUBCONTRACTOR shall promptly pay for such services directly to the providers thereof.

GC-30 INSPECTION, QUALITY SURVEILLANCE, REJECTION OF MATERIALS AND WORKMANSHIP

All material and equipment furnished and Work performed shall be properly inspected by SUBCONTRACTOR at its expense, and shall at all times be subject to quality surveillance and quality audit by CONTRACTOR, OWNER, or their authorized representatives who shall be afforded full and free access to the shops, factories, or other places of business of SUBCONTRACTOR and its lower-tier suppliers and subcontractors for such quality surveillance or audit. SUBCONTRACTOR shall provide safe and adequate facilities, drawings, documents, and samples as requested, and shall provide assistance and cooperation, including stoppage of Work to perform such examination (as may be necessary) to determine compliance with the requirements of this Subcontract. Any Work covered before any scheduled quality surveillance or test by CONTRACTOR or OWNER shall be uncovered and replaced at the expense of SUBCONTRACTOR. Failure of CONTRACTOR or OWNER to make such quality surveillance or to discover defective design, materials, or workmanship shall not relieve SUBCONTRACTOR of its obligations under this Subcontract nor prejudice the rights of CONTRACTOR or OWNER thereafter to reject or require the correction of defective Work in accordance with the provisions of this Subcontract.

If any Work is determined by CONTRACTOR or OWNER to be defective or not in conformance with this Subcontract, the provisions of the General Condition clause titled "WARRANTY" shall apply.

GC-31 TESTING

Unless otherwise provided in the Subcontract, testing of materials or Work shall be performed by SUBCONTRACTOR at its expense and in accordance with Subcontract requirements. Should tests (in addition to those required by this Subcontract) be desired by CONTRACTOR, SUBCONTRACTOR will be advised in ample time to permit such testing. Such additional tests will be at CONTRACTOR'S expense.

SUBCONTRACTOR shall furnish samples, as requested, and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or Work in place, including reasonable stoppage of Work during testing.

GC-32 EXPEDITING

The material and equipment furnished and Work performed under this Subcontract shall be subject to expediting by CONTRACTOR or its representatives who shall be allowed full and free access to the shops, factories, and other places of business of SUBCONTRACTOR and its lower-tier suppliers and subcontractors for expediting purposes. As required by CONTRACTOR, SUBCONTRACTOR shall provide detailed schedules and progress reports for use in expediting and shall cooperate with CONTRACTOR in expediting activities.

GC-33 PROGRESS

SUBCONTRACTOR shall give CONTRACTOR full information in advance as to its plans for performing each part of the Work. If at any time, SUBCONTRACTOR'S actual progress is inadequate to meet the requirements of this Subcontract, CONTRACTOR may notify SUBCONTRACTOR who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by CONTRACTOR, SUBCONTRACTOR does not improve performance to meet the currently approved Subcontract Schedule, CONTRACTOR may require an increase in SUBCONTRACTOR'S labor force, the number of shifts, overtime operations, additional days of Work per week, and an increase in the amount of construction plant, all without additional cost to CONTRACTOR. Neither such notice nor CONTRACTOR'S failure to issue such notice shall relieve SUBCONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by this Subcontract.

Failure of SUBCONTRACTOR to comply with CONTRACTOR'S instructions may be grounds for determination by CONTRACTOR that SUBCONTRACTOR is not prosecuting the Work with such diligence as will assure completion within the times specified. Upon such determination, CONTRACTOR may terminate, in accordance with the applicable provisions of this Subcontract, SUBCONTRACTOR'S right to proceed with the performance of the Subcontract.

GC-34 EXCUSABLE DELAYS

If SUBCONTRACTOR'S performance of this Subcontract is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control of the parties and without the fault or negligence of SUBCONTRACTOR, SUBCONTRACTOR shall, within twenty-four (24) hours of the commencement of any such delay, give to CONTRACTOR written notice thereof and within seven (7) calendar days of commencement of the delay, a written description of the anticipated impact of the delay on performance of the Work. Delays attributable to and within the control of SUBCONTRACTOR'S suppliers or subcontractors of any tier shall be deemed delays within the control of SUBCONTRACTOR. Radiological survey time to release personnel, materials, equipment or facilities from known radiological areas shall not be considered excusable delays. Within seven (7) calendar days after the termination of any excusable delay, SUBCONTRACTOR shall file a written notice with CONTRACTOR specifying the actual duration of the delay. Failure to give any of the above notices shall be sufficient ground for denial of an extension of time. If CONTRACTOR determines that the delay was unforeseeable, beyond the control and without the fault or negligence of SUBCONTRACTOR, CONTRACTOR will determine the duration of the delay and will extend the time of performance of this Subcontract by modifying the Special Condition clause titled "COMMENCEMENT, PROGRESS, AND COMPLETION OF THE WORK," accordingly. Such extension shall be the sole remedy for the delay.

GC-35 CHANGES

CONTRACTOR may, at any time, without notice to the sureties, by written Change Notice, unilaterally make any change in the Work within the general scope of this Subcontract, including, but not limited to, changes:

- (a) In the drawings, designs, or specifications.
- (b) In the method, manner, or sequence of SUBCONTRACTOR Work.
- (c) In OWNER or CONTRACTOR-furnished facilities, equipment, materials, services, or site(s).
- (d) Directing acceleration or deceleration in the performance of the Work.
- (e) Modifying the Subcontract Schedule or the Subcontract Milestones.

If an emergency occurs that endangers life or property, CONTRACTOR may use oral orders to SUBCONTRACTOR for any work required by reason of such emergency. SUBCONTRACTOR shall commence and complete such emergency work, as directed by CONTRACTOR. Such orders will be confirmed by Change Notice.

All other changes to this Subcontract outside the scope of work shall be by written Modification signed by both parties.

If at any time SUBCONTRACTOR believes that acts or omissions of CONTRACTOR or OWNER constitute a change to the Work not covered by a Change Notice, SUBCONTRACTOR shall within ten (10) calendar days of discovery of such act or omission submit a written Change Notice Request explaining, in detail, the basis for the request. CONTRACTOR will either issue a Change Notice or deny the request in writing.

If any change under this clause directly or indirectly causes an increase or decrease in cost of, or the time required for, the performance of any part of the Work under this Subcontract, whether or not changed by any order, an equitable adjustment shall be made and the Subcontract modified accordingly. However, SUBCONTRACTOR shall not be entitled to and neither CONTRACTOR nor OWNER shall be liable to SUBCONTRACTOR or its lower-tier suppliers or subcontractors for increased costs in connection with any changes or delays in the Work for claims arising in tort (including negligence), or in contract except as specifically provided in this Subcontract.

If the SUBCONTRACTOR intends to assert a claim for an equitable adjustment under this clause, it must, within ten (10) calendar days after receipt of a Change Notice provide written notification of such intent and within a further twenty (20) calendar days, pursuant to the Special Condition clause titled "PRICING OF ADJUSTMENTS," submit to CONTRACTOR a written proposal setting forth the nature, schedule impact, and monetary extent of such claim in sufficient detail to permit thorough analysis and negotiation.

Any delay by SUBCONTRACTOR in giving notice or presenting a proposal for adjustment under this clause shall be grounds for rejection of the claim if and to the extent CONTRACTOR or OWNER are prejudiced by such delay. In no case shall a claim by SUBCONTRACTOR be considered if asserted after final payment under this Subcontract.

Failure by CONTRACTOR and SUBCONTRACTOR to agree on any adjustment shall be a dispute within the meaning of the General Condition clause titled "DISPUTES." However, SUBCONTRACTOR shall proceed diligently with performance of the work, as changed, pending final resolution of any request for relief, dispute, claim appeal, or action arising under the Subcontract and comply with any decision of CONTRACTOR.

GC-36 USE OF COMPLETED PORTIONS OF WORK

Whenever, as determined by CONTRACTOR, any portion of the Work performed by SUBCONTRACTOR is suitable for use, CONTRACTOR or OWNER may occupy and use such portion. Use shall not constitute acceptance, relieve SUBCONTRACTOR of its responsibilities, or act as a waiver by CONTRACTOR of any of the terms of the Subcontract.

SUBCONTRACTOR shall not be liable for normal wear and tear or for repair of damage caused by any misuse during such occupancy or use by CONTRACTOR or OWNER. If such use increases the cost or time of performance of remaining portions of the Work, SUBCONTRACTOR shall be entitled to an equitable adjustment in its compensation or schedule under this Subcontract.

GC-36 USE OF COMPLETED PORTIONS OF WORK (continued)

If, as a result of SUBCONTRACTOR'S failure to comply with the provisions of this Subcontract, such use proves to be unsatisfactory to CONTRACTOR or OWNER, CONTRACTOR or OWNER shall have the right to continue such use until such portion of the Work can, without injury to CONTRACTOR or OWNER, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary, for such portion of the Work to comply with the Subcontract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months unless otherwise mutually agreed in writing between the parties.

SUBCONTRACTOR shall not use any permanently installed equipment unless such use is approved in writing by CONTRACTOR. When such use is approved, SUBCONTRACTOR shall at SUBCONTRACTOR'S expense properly use and maintain and, upon completion of such use, recondition such equipment as required to meet specifications.

If CONTRACTOR or OWNER furnishes an operator for such equipment, all services performed shall be under the complete direction and control of SUBCONTRACTOR, and such operator shall be considered SUBCONTRACTOR'S employee for all purposes other than payment of such operator's wages, Worker's Compensation Insurance, or other benefits paid directly or indirectly by CONTRACTOR or OWNER.

GC-37 EXAMINATION OF SUBCONTRACTOR'S RECORDS AND ACCOUNTS

SUBCONTRACTOR shall maintain records and accounts in connection with the performance of this Subcontract which will accurately document incurred costs, both direct and indirect, of whatever nature. If CONTRACTOR or OWNER establishes uniform codes of accounts for the Project, SUBCONTRACTOR shall use such codes in identifying its records and accounts. CONTRACTOR, OWNER, or their representatives shall have the right to examine at all reasonable times, with advance notification, such records and accounts for the limited purpose of verifying requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Subcontract price adjustments and claims.

GC-38 WARRANTY

SUBCONTRACTOR warrants to CONTRACTOR and OWNER that equipment and materials furnished under this Subcontract shall be new, of clear title, and of the most suitable grade of their respective kinds for their intended uses, unless otherwise specified. All workmanship shall be first class and performed in accordance with sound construction practices acceptable to CONTRACTOR. All equipment, materials, and workmanship shall also conform to the requirements of this Subcontract.

SUBCONTRACTOR warrants all equipment and material it furnishes and all work it performs against defects in design, equipment, materials, or workmanship either for a period from Work commencement to a date twelve (12) months after Final Acceptance of the Project as a whole by OWNER or the standard commercial warranty period, whichever is more advantageous to the CONTRACTOR.

If at any time during the warranty period, CONTRACTOR, OWNER, or SUBCONTRACTOR discover any defect in the design, equipment, materials, or workmanship, immediate notice shall be given to the other parties. SUBCONTRACTOR shall, within a reasonable time, propose corrective actions to cure such defects to meet the requirements of this Subcontract.

CONTRACTOR, at its sole discretion, may direct SUBCONTRACTOR in writing and SUBCONTRACTOR agrees to:

- (a) Rework, repair, or remove and replace defective equipment and materials or reperform defective workmanship to acceptable quality at a time and in a manner acceptable to CONTRACTOR.
- (b) Cooperate with others assigned by CONTRACTOR to correct such defects and pay to CONTRACTOR all actual costs reasonably incurred by CONTRACTOR in performing or in having performed corrective actions.
- (c) Propose and negotiate in good faith an equitable reduction in the Subcontract price in lieu of corrective action.

GC-38 WARRANTY (continued)

All costs incidental to corrective actions, including demolition for access, removal, disassembly, transportation, reinstallation, reconstruction, retesting, and reinspection, as may be necessary to correct the defect and to demonstrate that the previously defective work conforms to the requirements of this Subcontract, shall be borne by SUBCONTRACTOR.

SUBCONTRACTOR further warrants any and all corrective actions it performs against defects in design, equipment, materials, and workmanship for an additional period of twelve (12) months following acceptance by CONTRACTOR of the corrected Work or standard commercial warranty on product meeting standard warranty.

GC-39 BACKCHARGES

If, under the provisions of this Subcontract, SUBCONTRACTOR is notified by CONTRACTOR to correct defective or nonconforming Work, and SUBCONTRACTOR states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, CONTRACTOR may, upon written notice, proceed to accomplish the redesign, repair, rework, or replacement of nonconforming Work by the most expeditious means available and backcharge SUBCONTRACTOR for the costs incurred. Furthermore, if CONTRACTOR agrees to or is required to perform Work for SUBCONTRACTOR, such as cleanup, off-loading, or completion of incomplete Work, CONTRACTOR may, upon written notice, perform such Work by the most expeditious means available and backcharge SUBCONTRACTOR for the costs incurred.

The cost of backcharge Work shall include:

- (a) Incurred labor costs, including all payroll additives.
- (b) Incurred net delivered material costs.
- (c) Incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action.
- (d) Equipment and tool rentals at prevailing rates in the Jobsite area.
- (e) A factor of sixty percent (60%) applied to the total of Items (a) through (d) for CONTRACTOR'S overhead, supervision, and administrative costs.

The backcharge notice will request SUBCONTRACTOR'S approval for CONTRACTOR to proceed with the required Work. However, failure of SUBCONTRACTOR to grant such approval shall not impair CONTRACTOR'S right to proceed with Work under this or any other provision of this Subcontract.

CONTRACTOR shall separately invoice or deduct from payments otherwise due to SUBCONTRACTOR the costs, as provided herein. CONTRACTOR'S right to backcharge is in addition to any and all other rights and remedies provided in this Subcontract or by law. The performance of backcharge Work by CONTRACTOR shall not relieve SUBCONTRACTOR of any of its responsibilities under this Subcontract, including, but not limited to, express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and the Subcontract Schedule.

GC-40 INDEMNITY

SUBCONTRACTOR hereby releases and shall indemnify, defend, and hold harmless CONTRACTOR, OWNER, and their subsidiaries and affiliates and the officers, agents, employees, successors and assigns and authorized representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, in connection with or incidental to the performance of this subcontract, whether arising before or after completion of the Work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of SUBCONTRACTOR, its lower-tier suppliers, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this

GC-40 INDEMNITY (continued)

Subcontract. SUBCONTRACTOR'S aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified, or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless.

The foregoing shall include, but is not limited to, indemnity for:

- (a) Property damage and injury to or death of any person, including employees of CONTRACTOR, OWNER or SUBCONTRACTOR.
- (b) The breach by SUBCONTRACTOR of any representation, warranty, covenant, or performance obligation of this subcontract.
- (c) Events which are directly or indirectly caused by or incident to the radioactive, toxic and/or hazardous properties of any substances.
- (d) Events which arise out of any state or federal statute relating to radioactive, toxic and/or hazardous properties, such as the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) or Resource Conservation and Recovery Act of 1976 (RCRA), and shall apply to any clean-up or response costs occasioned by the transport, treatment, storage or disposal by SUBCONTRACTOR or any third party of radioactive, toxic and/or hazardous properties.

SUBCONTRACTOR'S aforesaid release, indemnity, and hold harmless obligations, or portions, or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified, or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless.

SUBCONTRACTOR specifically waives any immunity provided against this indemnity by an industrial insurance or workers' compensation statute.

GC-41 PATENT AND INTELLECTUAL PROPERTY INDEMNITY

SUBCONTRACTOR hereby indemnifies and shall defend and hold harmless CONTRACTOR, OWNER, and their representatives from and against any and all claims, actions, losses, damages, and expenses, including attorney's fees, arising from any claim, whether rightful or otherwise, that any concept, product, design, equipment, material, process, copyrighted material or confidential information, or any part thereof, furnished by SUBCONTRACTOR under this Subcontract constitutes an infringement of any patent or copyrighted material or a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material or confidential information is limited or prohibited, SUBCONTRACTOR shall, at its sole expense, procure the necessary licenses to use the infringing or a modified by non-infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with CONTRACTOR'S or OWNER'S prior written approval, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material or confidential information; provided, however,

- (a) That any such substituted or modified concepts, products, designs, equipment, material, processes, copyrighted material, or confidential information shall meet all the requirements and be subject to all the provisions of this Subcontract.
- (b) That such replacement or modification shall not modify or relieve SUBCONTRACTOR of its obligations under this Subcontract.

The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material, or confidential information the detailed design of which (excluding rating and/or performance specifications) has been furnished in writing by CONTRACTOR or OWNER to SUBCONTRACTOR.

GC-42 ASSIGNMENTS AND SUBCONTRACTS

Any assignment of this Subcontract or rights hereunder, in whole or part, without the prior written consent of CONTRACTOR shall be void, except that upon ten (10) calendar days written notice to CONTRACTOR, SUBCONTRACTOR may assign monies due or to become due under this Subcontract, provided that any assignment of monies shall be subject to proper set-offs in favor of CONTRACTOR and any deductions provided for in this Subcontract.

SUBCONTRACTOR shall not subcontract with any third party for the performance of all or any portion of the Work without the advance written approval of CONTRACTOR. Lower-tier subcontracts and purchase orders must include provisions to secure all rights and remedies of CONTRACTOR and OWNER provided under this Subcontract, and must impose upon the lower-tier supplier and subcontractor all of the general duties and obligations required to fulfill this Subcontract.

Copies of all purchase and subcontract agreements are to be provided to CONTRACTOR upon request. Pricing may be deleted unless the compensation to be paid thereunder is reimbursable under this Subcontract.

No assignment or subcontract will be approved that would relieve SUBCONTRACTOR or its sureties, if any, of their responsibilities under this Subcontract.

GC-43 SUSPENSION

CONTRACTOR may, by written notice to SUBCONTRACTOR, suspend at any time the performance of all or any portion of the Work to be performed under the Subcontract. Upon receipt of such notice, SUBCONTRACTOR shall, unless the notice requires otherwise:

- (a) Immediately discontinue Work on the date and to the extent specified in the notice.
- (b) Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice.
- (c) Promptly make every reasonable effort to obtain suspension upon terms satisfactory to CONTRACTOR of all orders, subcontracts and rental agreements to the extent they relate to performance of suspended Work.
- (d) Continue to protect and maintain the Work, including those portions on which Work has been suspended.
- (e) Take any other reasonable steps to minimize costs associated with such suspension.

As full compensation for such suspension, SUBCONTRACTOR will be reimbursed for the following costs, excluding profit, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such Work suspension:

- (a) A standby charge to be paid to SUBCONTRACTOR during the period of Work suspension, which standby charge shall be sufficient to compensate SUBCONTRACTOR for keeping, to the extent required in the suspension notice, its organization and equipment committed to the Work on a standby basis.
- (b) All reasonable costs associated with mobilization and demobilization of SUBCONTRACTOR'S plant, forces and equipment.
- (c) An equitable amount to reimburse SUBCONTRACTOR for the cost of maintaining and protecting that portion of the Work upon which performance has been suspended.

GC-43 SUSPENSION (continued)

Upon receipt of notice to resume suspended Work, SUBCONTRACTOR shall immediately resume performance under this Subcontract to the extent required in the notice.

If the SUBCONTRACTOR intends to assert a claim for equitable adjustment under this clause, it must, within ten (10) calendar days after receipt of notice to resume Work, submit to CONTRACTOR a written statement setting forth the schedule impact and monetary extent of such claim in sufficient detail to permit thorough analysis. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any SUBCONTRACTOR non-compliance with the requirements of this Subcontract.

GC-44 TERMINATION FOR DEFAULT

Notwithstanding any other provisions of this Subcontract, SUBCONTRACTOR shall be considered in default of its contractual obligations under this Subcontract if SUBCONTRACTOR:

- (a) Performs work that fails to conform to the requirements of this Subcontract.
- (b) Fails to make progress so as to endanger performance of this Subcontract.
- (c) Abandons or refuses to proceed with any of the Work, including modifications directed pursuant to the General Condition clause titled "CHANGES".
- (d) Fails to fulfill or comply with any of the terms of this Subcontract.
- (e) Engages in behavior that is dishonest, fraudulent, or constitutes a conflict of interest with SUBCONTRACTOR'S obligations under this Subcontract.
- (f) Becomes insolvent or makes a general assignment for the benefit of creditors or reasonable grounds for insecurity arise with respect to SUBCONTRACTOR'S performance.

Upon the occurrence of any of the foregoing, CONTRACTOR shall notify SUBCONTRACTOR, in writing, of the nature of the failure and of CONTRACTOR'S intention to terminate the Subcontract for default. If SUBCONTRACTOR does not cure such failure within seven (7) calendar days from receipt of notification, or sooner if safety to persons is involved, or fails to provide satisfactory evidence that such default will be corrected within a reasonable time, CONTRACTOR may, by written notice to SUBCONTRACTOR and without notice to SUBCONTRACTOR'S sureties, if any, terminate in whole or in part SUBCONTRACTOR'S right to proceed with the Work and CONTRACTOR may prosecute the Work to completion by contract or by any other method deemed expedient. CONTRACTOR may take possession of and utilize any data, designs, licenses, equipment, materials, plant, tools, and property of any kind furnished by SUBCONTRACTOR and necessary to complete the Work.

SUBCONTRACTOR and its sureties, if any, shall be liable for all costs in excess of the Subcontract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any purchase order or subcontract awarded to others for completion.

Upon termination for default, SUBCONTRACTOR shall:

- (g) Immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated work.
- (h) Inventory, maintain, and turn over to the CONTRACTOR all data, designs, licenses, equipment, materials, plant, tools, and property furnished by SUBCONTRACTOR or provided by CONTRACTOR for performance of the terminated work.

GC-44 TERMINATION FOR DEFAULT (continued)

- (i) Promptly obtain cancellation upon terms satisfactory to CONTRACTOR of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements as directed by CONTRACTOR.
- (j) Cooperate with the CONTRACTOR in transfer of data, designs, licenses, and information and disposition of work in progress so as to mitigate damages.
- (k) Comply with other reasonable requests from CONTRACTOR regarding the terminated work.
- (l) Continue to perform in accordance with all of the terms and conditions of this Subcontract of such portion of the Work that is not terminated.

If, after termination pursuant to this clause, it is determined for any reason that SUBCONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the General Condition clause titled "TERMINATION FOR CONVENIENCE."

GC-45 TERMINATION FOR CONVENIENCE

CONTRACTOR may, at its option, terminate for convenience any of the Work under this Subcontract in whole or, from time to time, in part, at any time by written notice to SUBCONTRACTOR. Such notice shall specify the extent to which the performance of the Work is terminated and the effective date of such termination. Upon receipt of such notice SUBCONTRACTOR shall:

- (a) Immediately discontinue the Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts for materials, services, or facilities, other than as may be required for completion of such portion of the Work that is not terminated.
- (b) Promptly obtain assignment or cancellation upon terms satisfactory to CONTRACTOR of all purchase orders, subcontracts, rentals, or any other agreements existing for the performance of the terminated work or assign those agreements directed by CONTRACTOR.
- (c) Assist CONTRACTOR in the maintenance, protection, and disposition of work in progress, plant, tools, equipment, property, and materials acquired by SUBCONTRACTOR or furnished by CONTRACTOR under this Subcontract.
- (d) Complete performance of such portion of the Work that is not terminated.

Upon any such termination, SUBCONTRACTOR shall waive any claims for damages, including loss of anticipated profits; on account thereof, but as the sole right and remedy of SUBCONTRACTOR, CONTRACTOR shall pay in accordance with the following:

- (e) The subcontract price corresponding to the work performed in accordance with this Subcontract before such notice of termination.
- (f) All reasonable costs for work thereafter performed, as specified in such notice.
- (g) Reasonable administrative costs of settling and paying claims arising from terminating work under purchase orders or subcontracts.
- (h) Reasonable costs incurred in demobilization and the disposition of residual material, plant, and equipment.
- (i) A reasonable overhead and profit on items (e) through (h) of this clause.

GC-45 TERMINATION FOR CONVENIENCE (continued)

SUBCONTRACTOR shall submit within thirty (30) calendar days after receipt of notice of termination, a written statement setting forth its proposal for an adjustment to the subcontract price to include only the incurred costs described in this clause. CONTRACTOR shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Subcontract shall be modified accordingly.

GC-46 FINAL INSPECTION AND ACCEPTANCE

When SUBCONTRACTOR considers the Work, or any CONTRACTOR-identified independent portion of the Work, under this Subcontract to be complete and ready for acceptance, SUBCONTRACTOR shall notify CONTRACTOR in writing. CONTRACTOR, with SUBCONTRACTOR'S cooperation, will conduct such reviews, inspections, and tests as may be reasonably required to satisfy CONTRACTOR that the Work, or identified portion of the Work, conforms to all requirements of the Subcontract. If all or any part of the Work covered by SUBCONTRACTOR'S notice does not conform to Subcontract requirements, CONTRACTOR shall notify SUBCONTRACTOR of such nonconformance and SUBCONTRACTOR shall take corrective action and then have the nonconforming work reinspected until all Subcontract requirements are satisfied.

CONTRACTOR shall issue a Notice of Provisional Acceptance for individual portions that have been satisfactorily inspected, subject only to CONTRACTOR'S Final Acceptance of the Work as a whole.

CONTRACTOR'S written Notice of Final Acceptance of the Work under this Subcontract shall be final and conclusive, except with regard to latent defects, fraud, or such gross mistakes as amount to fraud, or with regard to CONTRACTOR'S and OWNER'S rights under the General Condition clause titled "WARRANTY."

GC-47 NON-WAIVER

Failure by CONTRACTOR to insist upon strict performance of any terms or conditions of this Subcontract, or failure or delay to exercise any rights or remedies provided herein or by law, or failure to properly notify SUBCONTRACTOR in the event of breach, or the acceptance of or payment for any goods or services hereunder, or the review or failure to review designs shall not release SUBCONTRACTOR from any of the warranties or obligations of this Subcontract and shall not be deemed a waiver of any right of CONTRACTOR or OWNER to insist upon strict performance hereof or any of its rights or remedies as to any prior or subsequent default hereunder, nor shall any termination of Work under this Subcontract by CONTRACTOR operate as a waiver of any of the terms hereof.

GC-48 SURVIVAL

The rights and obligations of the parties which by their nature survive termination or completion of this Subcontract, including, but not limited to, those set forth in the General Conditions titled "WARRANTY" and "INDEMNITY," shall remain in full force and effect.

GC-49 QUALITY ASSURANCE PROGRAM

Within thirty (30) calendar days of Subcontract award and in any event prior to commencing Work at any Work Site, SUBCONTRACTOR shall submit a Quality Assurance Program for approval consisting of the following documents:

- (a) Quality Assurance Program Manual.
- (b) Project Quality Assurance Plan.

The Project specific Quality Assurance Plan (Plan) shall address all activities relevant to the Work and shall demonstrate how all work performed by SUBCONTRACTOR will conform to the Subcontract requirements.

The Plan shall define the documented quality system to be applied by SUBCONTRACTOR throughout the Work, in accordance with the requirements of Department of Energy (DOE) Order 5700.6c, Chg. 1.

GC-49 QUALITY ASSURANCE PROGRAM (continued)

The Plan shall address the interfaces between CONTRACTOR, SUBCONTRACTOR, and other relevant organizational entities. The Plan shall include an organization chart showing SUBCONTRACTOR'S corporate and Project organization responsible for managing, performing and verifying the Work. The organization chart shall be supported with a reporting and functional description of SUBCONTRACTOR'S Project organization and identification of the quality related responsibilities of key positions.

The Plan shall be updated as necessary throughout the Subcontract, to reflect any changes to SUBCONTRACTOR'S documented quality system. Revisions to the manual and/or Plan must be submitted to the CONTRACTOR for approval prior to implementation.

SUBCONTRACTOR'S documented quality system shall provide for the issuance of a "stop work" order by the SUBCONTRACTOR or CONTRACTOR at any time during the Work when significant adverse quality trends and/or deviations from the approved Quality Assurance Program are found. CONTRACTOR reserves the right to perform Quality Assurance Audits of SUBCONTRACTOR'S approved Quality Assurance Program, including lower-tier suppliers and subcontractors, at any stage of the Work.

GC-50 ENVIRONMENTAL, SAFETY AND HEALTH PROGRAM

A. For the purposes of this clause:

1. Safety encompasses environment, safety, and health, including pollution prevention and waste minimization.
2. Employees include SUBCONTRACTOR employees and SUBCONTRACTOR'S sub tiers at all levels.

B. In performing Work under this Subcontract, the SUBCONTRACTOR shall perform Work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of Work. The SUBCONTRACTOR shall exercise a degree of care commensurate with the Work and the associated hazards. The SUBCONTRACTOR shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the SUBCONTRACTOR'S Work planning and execution processes. The SUBCONTRACTOR shall, in the performance of Work, ensure that:

1. Line management is responsible for the protection of employees, the public, and the environment. Line management includes those SUBCONTRACTOR and sub tiers employees managing or supervising employees performing work.
2. Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
3. Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
4. Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
5. Before Work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
6. Administrative and engineering controls to prevent and mitigate hazards are tailored to the Work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
7. The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by CONTRACTOR and the SUBCONTRACTOR. These agreed upon conditions and requirements are requirements of the Subcontract and binding upon the

GC-50 ENVIRONMENTAL, SAFETY AND HEALTH PROGRAM (continued)

SUBCONTRACTOR. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the Work and shall be established in a Safety and Health program.

- C. The SUBCONTRACTOR shall manage and perform work in accordance with a documented Safety and Health Program that fulfills all conditions in paragraph (B) of this clause at a minimum. Documentation of the Safety and Health Program shall describe how the SUBCONTRACTOR will:
1. Define the scope of work.
 2. Identify and analyze hazards associated with the Work.
 3. Develop and implement hazard controls.
 4. Perform work within controls.
 5. Provide feedback on adequacy of controls and continue to improve safety management.
- D. The documented ES&H Program shall describe how the SUBCONTRACTOR will establish, document, and implement safety performance objectives, performance measures, and commitments. The documented ES&H Program shall also describe how the SUBCONTRACTOR will measure the ES&H Program effectiveness.
- E. The SUBCONTRACTOR shall submit to the CONTRACTOR documentation of its ES&H Program for review. Dates for submittal, discussions, and revisions to the documented ES&H Program will be established by the CONTRACTOR. Guidance on the preparation, content, and review of the documented ES&H Program will be provided by the CONTRACTOR. Resources shall be identified and allocated to meet the safety objectives and performance commitments of the entire ES&H Program.
- F. The SUBCONTRACTOR shall comply with, and assist the CONTRACTOR in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this Subcontract on Laws, Regulations, and DOE Directives (see GC-51). The SUBCONTRACTOR shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
- G. The SUBCONTRACTOR shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and SUBCONTRACTOR'S documented ES&H Program. If the SUBCONTRACTOR fails to provide resolution or if, at any time, the SUBCONTRACTOR'S acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the CONTRACTOR may issue an order stopping Work in whole or in part. Any stop work order issued by the CONTRACTOR under this clause (or issued by the CONTRACTOR to a SUBCONTRACTOR or its sub tier at any level in accordance with paragraph (I) of this clause) shall be without prejudice to any other legal or contractual rights of the CONTRACTOR. In the event that the CONTRACTOR issues a stop work order, an order authorizing the resumption of the Work may be issued at the discretion of the CONTRACTOR. The SUBCONTRACTOR shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any Work stoppage ordered in accordance with this clause.
- H. The SUBCONTRACTOR is responsible for compliance with the ES&H requirements applicable to this Subcontract regardless of whether SUBCONTRACTOR, or its subcontractors at any level, performs the Work.
- I. The SUBCONTRACTOR shall include a clause substantially the same as this clause in all subcontracts involving complex or hazardous Work on site. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (G) of this clause. Depending on the complexity and hazards associated with the Work, the SUBCONTRACTOR may require that the subcontractors submit a documented ES&H Program for the SUBCONTRACTOR'S review.

GC-51 LAWS, REGULATIONS, AND DOE DIRECTIVES

In addition to complying with the requirements set forth in the General Condition clauses titled "ENVIRONMENTAL, SAFETY AND HEALTH PROGRAM" and "CLEAN AIR AND WATER (FAR 52.223-2)," in the performance of the Subcontract, the SUBCONTRACTOR

- (a) In performing Work under this Subcontract, the SUBCONTRACTOR shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency.
- (b) In performing Work under this Subcontract, the SUBCONTRACTOR shall comply with the requirements of those Department of Energy directives, or parts thereof, identified below.

❖ **DOE Directive 5480.29 EMPLOYEE CONCERNS MANAGEMENT SYSTEM**

- (c) The SUBCONTRACTOR is responsible for compliance with the requirements made applicable to this Subcontract regardless if the Work is completed by the SUBCONTRACTOR or its subcontractors at any tier. The SUBCONTRACTOR is responsible for flowing down the necessary provisions in this Subcontract to its subcontractors at any tier.

GC-52 DISPUTES

SUBCONTRACTOR shall proceed diligently with performance of the Work, pending final resolution of any request for relief, dispute, claim, appeal, or action arising under the Subcontract, and comply with any decision of CONTRACTOR. SUBCONTRACTOR shall not be entitled to and neither CONTRACTOR nor OWNER shall be liable to SUBCONTRACTOR or its lower-tier suppliers or subcontractors in tort (including negligence), or contract except as specifically provided in this Subcontract.

Any claim for an adjustment to the Subcontract price or time of performance which cannot be resolved by negotiation shall be considered a dispute within the meaning of this clause.

If for any reason SUBCONTRACTOR and CONTRACTOR are unable to resolve a claim for an adjustment, SUBCONTRACTOR or CONTRACTOR shall notify the other party in writing that a dispute exists and request or provide a final determination by CONTRACTOR. Any such request by SUBCONTRACTOR shall be clearly identified by reference to this clause and shall summarize the facts in dispute and SUBCONTRACTOR'S proposal for resolution.

If CONTRACTOR'S final determination is not accepted by SUBCONTRACTOR the matter shall, within thirty (30) calendar days, be referred to senior executives of the parties who shall have designated authority to settle the dispute. The parties shall promptly prepare and exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations that have taken place and attaching relevant documents.

The senior executives will meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty (30) calendar days of the commencement of such negotiations, the parties agree to consider resolution of the dispute through some form of Alternative Dispute Resolution (ADR) process that is mutually acceptable to the parties.

Should the parties agree to pursue an ADR process, each party will be responsible for its own expenses incurred to resolve the dispute during the ADR process.

If the parties do not agree to an ADR process or are unable to resolve the dispute through ADR, either party shall then have the right to pursue any legal remedy.

GC-53 GOVERNMENT FLOWDOWNS

The Federal Acquisition Regulation (FAR), the DOE FAR Supplement (DEAR) clauses, and the DOE Procurement Regulations incorporated herein shall have the same force and effect as if printed in full text. Upon request, CONTRACTOR will make their full text available. Wherever necessary, to make the context of the FAR and DEAR clauses applicable to this Subcontract, the term "Contractor" shall mean "SUBCONTRACTOR", the term "Contract" shall mean this Subcontract, and the term "Government", "Contracting Officer" and equivalent phrases shall mean the CONTRACTOR'S representative, except the terms "Government" and "Contracting Officer" do not change: (1) in the phrases "Government Property", "Government-Furnished Property", and "Government-Owned Property"; (2) in the patent clauses incorporated herein; (3) when a right, act, authorization or obligation can be granted or performed only by the Government's duly authorized representative; (4) when title to property is to be transferred directly to the Government; (5) when access to proprietary financial information or other proprietary data is required except for authorized audit rights; and (6) where specifically modified herein. SUBCONTRACTOR agrees to incorporate these requirements in any lower-tier subcontracts or purchase orders.

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GC-53.1**APPLICABLE TO ALL ORDERS**

CLAUSE	TITLE	INSTRUCTIONS
52.203-3	GRATUITIES (APR 1984)	Seller shall indemnify Buyer if any of Seller's actions acting alone or in concert with anyone except Buyer causes Government to exercise its rights under FAR 52.203-3
52.242-14	SUSPENSION OF WORK (APR 1984)	
52.222-3	CONVICT LABOR (APR 1984)	
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - ALT I (JUL 1995)	
52.224-2	PRIVACY ACT (APR 1984)	
52.225-5	BUY AMERICAN ACT - CONSTRUCTION MATERIALS (JUN 1997)	
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)	
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)	
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)	
9-9.103-3	INTELLECTUAL PROPERTY INDEMNITY (JUN 1979)	
9-9.106	CLASSIFIED INVENTIONS (JUN 1979)	
9-9.107-5	FACILITIES LICENSE (APR 1984)	
952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST - SPECIAL CLAUSE (APR 1984)	
970-5204-26	NUCLEAR SAFETY (APR 1984)	

GC-53.2**APPLICABLE TO ORDERS OVER \$2,000**

CLAUSE	TITLE
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAR 1988)
52.222-6	DAVIS-BACON ACT (FEB 1995)
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)
52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-9	APPRENTICES AND TRAINEES (FEB 1988)
52.222-10	COMPLIANCE WITH COPELAND REGULATIONS (FEB 1988)
52.222-11	SUBCONTRACTS LABOR STANDARDS (FEB 1988)
52.222-12	SUBCONTRACT TERMINATION-DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)

GC-53.3**APPLICABLE TO ORDERS OVER \$2,500**

CLAUSE	TITLE
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
52.225-5	BUY AMERICAN ACT - CONSTRUCTION MATERIALS (MAY 1992)

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GC-53.4 APPLICABLE TO ORDERS OVER \$10,000

CLAUSE	TITLE
52.222-26	EQUAL OPPORTUNITY (APR 1984)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984)
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)

GC-53.5 APPLICABLE TO ORDERS OVER \$25,000

CLAUSE	TITLE
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITHIN CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 1992)
52.227-1	AUTHORIZATION AND CONSENT (APR 1984)
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS (APR 1984)

GC-53.6 APPLICABLE TO ORDERS OVER \$100,000

CLAUSE	TITLE	INSTRUCTIONS
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)	Seller shall indemnify Buyer if any of Seller's actions acting alone or in concert with anyone except Buyer causes Government to exercise its rights under FAR 52.203-5
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)	
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)	Add to (c)(2): "Seller shall notify Buyer when such action has been taken." In the first sentence of (c)(4) 'the Contracting Officer may...' is replaced by 'after the Contracting Officer has effected an offset at the prime contract level or has directed Buyer to withhold any sum from the Seller, Buyer shall...'
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)	
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER (FEB 1993)	
52.215-2	AUDIT RECORDS AND NEGOTIATIONS (AUG 1996)	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (FEB 1990)	
52.223-2	CLEAN AIR AND WATER (APR 1984)	
52.223-6	DRUG-FREE WORKPLACE (JUL 1990)	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APR 1984)	
52.246-12	INSPECTION OF CONSTRUCTION (JUL 1986)	

GC-53.7 - APPLICABLE TO ORDERS OVER \$500,000

CLAUSE	TITLE
52.215	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (MAR 1996)
52.230-2	COST ACCOUNTING STANDARDS (APR 1996)

GC-53.8 APPLICABLE TO ORDERS OVER \$1,000,000

CLAUSE	TITLE
52.219-9	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (AUG 1996)

GC-53.9 APPLICABLE TO ORDERS OVER \$6,500,000

CLAUSE	TITLE
52.225-15	BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS AND NORTH AMERICAN FREE TRADE AGREEMENT (JUN 1997)

GC-53.10 APPLICABLE TO ORDERS WHERE NUCLEAR HAZARDS MAY EXIST

CLAUSE	TITLE
952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (JAN 1992)

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